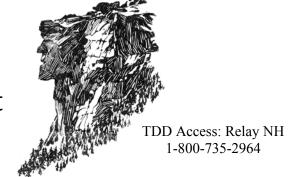
New Hampshire Council on Resources and Development

Office of Energy and Planning 57 Regional Drive, Concord, NH 03301 Voice: 603-271-2155 | Fax: 603-271-2615



MEMORANDUM

TO: CORD Members and Other Interested Parties Burnham Judd, Chairman

Coos County Board of Commissioners

P.O. Box 10

West Stewartstown, NH 03597

Robert A. Danderson, Mayor City of Berlin 168 Main Street Berlin, NH 03570 Michael King, Executive Director North Country Council 107 Glessner Road Bethlehem, NH 03574-5800

FROM: Benjamin D. Frost, Senior Planner

DATE: December 23, 2005

SUBJECT: State Owned Land, Surplus Land Review, City of Berlin

SLR 05-024

RESPONSE DATE: January 23, 2006

Please review the attached information to determine if your agency has any interest in this transaction. If there is an interest, please notify this office of your intent in writing by the response date indicated above. The Council on Resources and Development will consider the request at the next meeting following the comment period.

The Department of Cultural Resources is asked to review this request in accordance with RSA 227-C:9.

Members of the Public Water Access Advisory Board are asked to review this request in accordance with RSA 233-A.

The Lakes Management and Protection Program, through the Lakes Coordinator, is asked to review this request in accordance with RSA 483-A:5, II.

The Rivers Management and Protection Program, through the Rivers Coordinator, is asked to review this request in accordance with RSA 483:8, VI and 14.

December 23, 2005

Ms. Mary Ann Manoogian, Chair Council on Resources and Development 57 Regional Drive Concord, NH 03301

Dear Ms. Manoogian,

REQUESTED ACTION

Pursuant to RSA 4:40, the New Hampshire Community Technical College System requests retroactive approval to lease office space at the Berlin Technical College to Granite State College as indicated in the enclosed memorandum of understanding. The term of the lease is for 5 years and the amount is \$10 per square foot.

EXPLANATION

The New Hampshire Technical College System and the University System of New Hampshire intend to colocate staff, programs and services on the Berlin Technical College campus in Berlin, NH. The goal is to offer respective courses in a manner that avoids duplication and takes maximum advantage of resources.

Under the terms of the memorandum of understanding the NHCTC will provide to Granite State College the following.

office space for three Granite State College employees access to classroom and computer lab space access to computers academic support for Granite State College students access to meeting space library access to Granites State College students data and phone access to Granite State Employees.

Granite State College will pay to NHCTC \$10 per square foot for office space, \$500 for each course offered by Granite State College, and 10% of gross tuition receipts collected by Granite State College.

The term of the memorandum of understanding is 5 years. The agreement can be modified by mutual agreement and can be terminated by either party with one year's notice.

The Littleton facility is covered by the terms of the lease however, the property is leased and not owned by the state.

Current Use of Property – The facility houses a two year technical college

Proposed Use of Property – The technical college will stay and upper level college courses will be added and offered by Granite State College.

In addition to the one college facility the Twitchell House and a pre-school is also located on the property. The Twitchell House is a residential structure that is currently used as office space.

There are no other significant resources on the property except timber. There are no water resources on the property. This property was not purchased with federal funds. Access to the property is available. This property is not a historical site.

Memorandum of Understanding Co-location of Granite State College Gorham and Littleton Centers with the New Hampshire Community Technical College Berlin Campus and the Littleton Academic Center

To increase collaboration between the University System of New Hampshire and the New Hampshire Community Technical College System, Granite State College will co-locate its Gorham/Berlin Center including its staff, programs, and services to the New Hampshire Community Technical College Berlin Campus. The Granite State College Littleton Center will co-locate and collaborate with the NHCTC Littleton Academic Center. The goal is to offer our respective programs and courses in a manner that eliminates duplication and takes maximum advantage of our collective public and private resources. With this agreement, NHCTC will have exclusive responsibility for awarding the Associate Degree at the Berlin and Littleton locations while Granite State College will offer the upper level courses that lead to a Baccalaureate Degree. In cases where students are seeking both the Associate and Baccalaureate degree, Dual Admission to both institutions will be available. Granite State College will continue to offer totally online programs as part of its statewide access mission.

This collaboration will increase access to two year and four year public higher education for the citizens of northern New Hampshire. It will make more efficient the delivery of a wide array of programs and services to students who are enrolled at our two institutions and who reside in communities throughout our service area. This agreement will make a college education more affordable and available to students attending our northernmost institutions of higher education. Therefore, we agree to the following terms and conditions of this memorandum of understanding.

I. New Hampshire Community Technical College, Berlin Campus will:

- **a.** Provide suitable administrative space for three staff members. Prior to the initial assignment of space or before any future changes are made in the allocation of space, GSC would need to verify that the space will meet their operational needs.
- Provide access to classroom and computer lab space necessary to conduct scheduled courses and programs.
- e. Provide access to computers in the Learning Laboratory necessary for Accuplacer testing, computer assisted career exploration, and student support services.
- d. Provide academic support for GSC students.
- e. Provide access to meeting space.
- f. Provide Library access to all enrolled and/or matriculated GSC students as well as data and phone connections to GSC staff, GSC will pay the associated costs.
- g. Monitor the utilization of library and academic support services to determine current and future resources to meet GSC student needs.
- h. Include GSC staff in meetings that would be of benefit to the ongoing relationship between the two institutions.
- i. Permit appropriate interior and exterior signage with the cost being the responsibility of Granite State College.

j. GSC has viewed the equipment and facilities currently available and agrees that the existing equipment and facilities are anticipated to be adequate to provide reasonable access to the services described above. If at any time GSC or NHCTC determine that existing equipment or facilities are not adequate, or will not in the future be adequate, the parties will cooperate to determine what is necessary to upgrade the existing facilities or equipment and to determine financial responsibility for the upgrades. In no event will NHCTC be obligated to make expenditures for which there is not an adequate appropriation.

II. Granite State College, Berlin/Gorham Center will:

- a. Conduct all previous Berlin/Gorham administrative operations within the space provided by NHCTC, Berlin.
- b. Offer any and all upper (GSC 600 750 numbered) division courses necessary for completion of students' baccalaureate degree programs.
- c. Offer lower (GSC 400 599 numbered) division courses at NHCTC Berlin that have been mutually agreed upon by both institutions; this might include lower division classes required for a baccalaureate degree and/or elective courses that are not part of the NHCTC curriculum.
- d. Continue to conduct lower division courses in an online format or in the individualized learning format. To the extent that specialized equipment is necessary to offer any online format courses, GSC will be responsible for providing the equipment.
- e. Utilize the talent and expertise of NHCTC/Berlin faculty as adjuncts for upper level courses, contract courses or online teaching when appropriate and with the approval of the NHCTC Administration. It is agreed that any workers compensation liability will be determined by which entity the instructor is performing services for at the time of the alleged injury.
- f. Conduct any courses/programs contracted with state/federal agencies, area businesses, school administrative units that are held off campus or, with mutual consent, at the NHCTC facility. Every effort will be made to collaborate and jointly serve the external community through our courses, programs, speaking engagements and other public service events.

III. NHCTC, Berlin Campus and Granite State College will:

- a. List appropriate courses and programs in their respective term/semester marketing publications.
- **b.** Select representatives who will:
 - review lower division courses to determine where matches exist and do not exist;
 - review evening course and program delivery matrices to ensure that lower division courses are offered on a mutually agreeable timeline;
 - review any operational, administrative and financial concerns arising out of this MOU and recommend, in writing, appropriate resolution to college presidents;
 - annually review the terms of this MOU and recommend, in writing,
 additions, deletions, and appropriate changes to the college presidents;

• In the event of a failure to reach agreement regarding academic course offerings at the lower division level, the President of NHCTC Berlin, after consultation with the VP for Academic Affairs at NHCTC Berlin Campus and the Dean of Academic Affairs at GSC, will be the final arbiter.

IV. Provisions

- a. Granite State College will pay NHCTC-Berlin a fixed price of \$500 for each course conducted within a given term.
- Granite State College will pay NHCTC-Berlin 10% of gross tuition to cover support services outlined under this MOU,
- c. Granite State College will pay NHCTC-Berlin \$ 10.00/square feet for administrative space.
- d. This MOU is valid for 5 years from the date of execution. This MOU will be reviewed annually and any changes must be accompanied by an addendum signed by both college presidents. Either party may withdraw with one year's notice.

V. Indemnification and Insurance Provisions

a. The parties hereto are independent contractors and nothing in this agreement shall be deemed to make either party the agent of the other. Neither party shall be responsible for the negligent acts of omission or commission of the officers, employees, agents or subcontractors of the other party. Each party shall be liable to the other for contribution to the extent required by law. Each party shall be responsible for its own attorneys' fees. This agreement shall not be deemed a waiver of sovereign immunity by either party.

VI. Compliance

a. The New Hampshire Community Technical College in Berlin is a Drug Free Workplace. Smoking is in designated area only.

VII. Granite State College Littleton Center and NHCTC Littleton Academic Center

a. The President of NHCTC Berlin Campus and of Granite State College will seek co-location and collaboration opportunities in the current space at 646 Union Street in Littleton or at another location that is suitable for joint occupancy. This Memorandum of Understanding will apply to operations at the joint Littleton location.

Authorization

For the NHCTC System	
Paul & Housway	
Mr. Paul Holloway, Chair	Date
Board of Trustees	
Dr. William Simonton, Commissioner	Date
NHCTC System	
Ms. Katharine Eneguess, President NHCTC/Berlin Campus	Date
Mr. Michael Marr	12 - 7 - 05 Date
Director of Financial Operations	
For the University System of New Hampshire	
Lodrew E. Fritz	
Mr. Andrew Lietz, Chair	Date
USNH Board of Trustees	
J/M	
Dr. Stephen Reno, Chancellor	Date
USNH	
Haral Lalvay	11-30-05
Dr. Karol LaCroix, President	Date
Granite State College	12/4/05 Date
Mr. Ken Cody, Associate Vice Chancellor	Date /
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